

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
MUNICIPAL DEPARTMENT, FIRST DISTRICT

Yuling Zhan,)
Plaintiff)
V.)
Napleton Buick Inc.;) No: 04 M1 23226
Ford Motor Company)
Defendants)

AMENDED COMPLAINT

INTRODUCTION

Plaintiff, Yuling Zhan, files charges against Napleton Buick Inc. (“Buick”), and claims as follows:

Count I. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. while playing tricks with the Buyer’s Guide of a used vehicle.

Count II. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq., Exclusion or Modification of Warranties, 810 ILCS 5/2-316, and Express Warranties 810 ILCS 5/2-313.

Count III. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. and Implied Warranty of Merchantability UCC 810 ILCS 5/2-314 and 810 ILCS 5/2-315.

Count IV. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2310(d), Revocation of Acceptance, UCC 810 ILCS 5/2-601 et. seq. and 810 ILCS 5/2-701 et. seq..

Count V. Buick is in violation of the Illinois Consumer Fraud and Deceptive Business Practice Act 815 ILCS 505/2 et seq.

Count VI. Buick is liable for common law fraud.

Count VII. Buick negligently inflicts emotional distress to Plaintiff.

Count VIII. Buick intentionally inflicts emotional distress to Plaintiff.

At the same time, Plaintiff, Yuling Zhan, files charges against Ford Motor Company ("Ford"), and claims as follows:

Count IX. Ford Motor Company is in violation of Magnuson-Moss Act, 15 U. S. C §2301 et. seq. by its failure to honor written warranties.

Count X. Ford is in violation of Magnuson-Moss Act, 15 U. S. C §2301 et. seq., by breaching Implied Warranty of Merchantability, which is governed by UCC 810 ILCS 5/2-314.

JURISDICTION AND VENUE

The jurisdiction and venue is proper pursuant to 735 ILCS 5/2-209, since the transaction and events that gave rise to Plaintiff's claims took place in the Cook County of Illinois.

PARTIES

1. Plaintiff Yuling Zhan, an adult resident of Cook County, Illinois, on September 4, 2003, purchased a used 1999 Ford Taurus manufactured by Ford from Buick. A copy of the purchase order is attached as Exhibit A. The car stalled at highway speed on the first day Plaintiff drove it to and from work. Buick towed back the car and had possession of the car ever since.
2. Buick is a merchant of used vehicles in that it regularly engages in the sale of used vehicles. Buick is doing business at 7051 S Western Ave, Chicago, IL 60636.
3. Ford is selling its products in Illinois and nationwide, with its headquarter at P. O. Box 1904, Dearborn, MI-48121, having sales and service representatives in Illinois, and registered agent in the County of Cook of Illinois.

STATEMENT OF FACTS

4. At the dealership on September 4, 2003, Plaintiff told Buick she needed a reliable used car, going to work everyday, because she just found a new job, starting on September 8, 2003, in the suburb, far away from Chicago.
5. Driving safety is the major concern when Plaintiff decided to buy another car.
6. Buick at the time of the sale knew that Plaintiff was relying on its skill or judgment to select, mechanically check out a used car for such particular daily transportation purpose.
7. Several salesmen at Buick showed the Ford Taurus and claimed, "This car is still under warranty. There is only 24,000 miles. It is in excellent condition, absolutely safe. No accident. Engine, transmission and everything are in excellent shape, very dependable." When saying this, four or five Buick employees were present, surrounding Plaintiff.
8. Buick failed to produce maintenance record of the car at plaintiff's request.
9. Plaintiff specifically asked why previous owner sold the car, while the mileage was low. "Some people get rich, God blessed them." A salesman replied.
10. There was a Buyer's Guide on the Ford Taurus window, only "warranty" box was checked; no other detailed information was provided.
11. Buick failed to make available, prior to sale, the terms of any written warranty offered with the sale.
12. Buick failed to disclose the content of the warranty with intent, and in such manner that plaintiff relied on the omission, since salesmen at Buick claimed this Ford Taurus was under one-hundred-percent, full warranty.
13. Plaintiff asked salesmen at Buick to do mechanical check on the car.
14. Sometime later, Buick told plaintiff that the car was ready to go. And its salesmen added, "Mechanical check is done. It is a good car, safety is guaranteed."
15. Plaintiff wrote a check to Buick in the amount of \$7812.67 on September 4, 2003.

16. At the dealership, Buick intentionally failed to provide the warranty paper. When Plaintiff noticed there was no warranty paper in the sale documents, she called Buick from home and noticed Buick immediately.
17. At Plaintiff's request, Buick faxed a warranty paper to Plaintiff, which was dated as September 2 of 2003. The date was two days before the sale. Most importantly, the content of the warranty was changed. See Exhibit B.
18. After Buick changed the content of the warranty (it became 50% parts; 50% labor in 30 days), it would not worth a penny, because Buick could inflate service price at will, also Buick could refuse to respond in 30 days as it did.
19. If the Buyer's Guide showed 50% parts; 50% labor in 30 days without other incentives prior to the purchase, Plaintiff would not buy the used car in dispute, because she could get a much better deal from some other dealers such as CarMax, where at least she could return a non-conforming car within 5 days. See <http://www.carmax.com>.
20. Plaintiff's check was cleared by Buick the second day of the purchase on September 5, 2003;
21. On Monday, September 8 of 2003, the engine of the car stalled when plaintiff drove it the first day going to and from work on the highway at speed of about 60 miles/hr. It was an extremely scaring moment.
22. Fatal accident might occur under such circumstances. No one wants such experience, and no one will be lucky all the time. Engine stall at highway speed could cause deaths or serious bodily injury.
23. The engine of the car suddenly stalled within 100 miles drive at most after the sale, while the car was running at highway speed.
24. Buick has an obligation to inspect and test every car before putting into the market, but it fails.
25. It is unacceptable this happened after several salesmen at Buick claimed they had a thorough mechanical check during the sale on the car.
26. It is unacceptable this happened with a car of this age, mileage and price. Ford also has the obligation to check out any possible fatal flaw or defect in its design and manufacture process.

27. It is apparent the 1999 Ford Taurus is not in a reasonably safe condition as Buick claimed “absolutely safe”, “safety is guaranteed”. There must be severe defects, which substantially impair the operation and value of the car to Plaintiff.
28. The engine would not start again. Plaintiff was still far away from home in the later evening.
29. Although plaintiff could not sleep at that night, she had to rent a car going to work the next morning.
30. As a car dealer, Buick should have known there were extensive maintenance records on this Ford Taurus. Related information could be checked out on the Internet. Buick had much better knowledge than that.
31. It is apparent this Ford Taurus is not in reasonably safe condition and is not substantially free of defects that impair its operation.
32. It is apparent this Ford Taurus did not perform up to the level reasonably expected of a car of the same age, mileage and price.
33. Buick’s failure to disclose maintenance record is a material omission and concealment in that Plaintiff would not have purchased the vehicle had she known of this information.
34. Buick failed to disclose the maintenance record with intent and in such manner that plaintiff relied on the omission and concealment.
35. Plaintiff has another car for years (VIN JT2AE94A7LZ126989). Its record is much better than that of the car in dispute on the Internet. Plaintiff would never make the purchase if Buick did not affirmatively state that the Ford Taurus was in excellent shape, and had no maintenance record.
36. Buick failed to have a thorough inspection and test before the sale and faked the mechanical check up during the sale and in such manner that Plaintiff relied on its false statement.
37. Plaintiff noticed Buick immediately after the stalling, asking Buick to tow back the car, and expecting it to refund the money and cover the related expenses.

38. Plaintiff did not misuse the car. It was in essentially the same condition as when delivered, luckily, no fatal accident occurred when the engine stalled.
39. Buick towed back the 1999 Ford Taurus, and the car has been in Buick's possession ever since.
40. On September 9, 2003, Plaintiff sent Buick a fax and a letter, repeated and confirmed the request for refund in writing. See Exhibit C.
41. In her letter and fax, Plaintiff asked Buick to reply in writing by fax within three days.
42. After sending the letter and fax in more than one month, there was no response from Buick whatsoever, regarding how to solve the problem.
43. Plaintiff had to rent a car, going to work, because of Buick's failure to respond.
44. On September 14, 2003 Plaintiff sent a letter to the Attorney General Office. See Exhibit D.
45. In its undated response to the Attorney General Office, Buick provided deceptive statement as following: "We tried to response by phone and also with the enclosed letter, dated September 10, 2003." See Exhibit E.
46. Buick has the obligation to explain what "We tried to response by phone" means.
47. Plaintiff has never received the September 10, 2003 letter Buick claimed it had sent.
48. Buick has the burden to prove "We tried to response by phone and also with the enclosed letter, dated September 10, 2003" with evidence.
49. There is no telephone call from Buick after Plaintiff sent the fax and letter, requesting for refund, this could be check out from telephone company. Buick provided false statement in its response to the Illinois Attorney General Office.
50. Buick falsified the so-called "September 10, 2003 letter" for deceptive purpose, which was incorporated in its response to the Illinois Attorney General Office.

51. In the fax dated September 9, 2003 Plaintiff specifically asked Buick to respond by fax within three days in order to solve the problem in one week.
52. Plaintiff has never received any telephone call from Buick after sending Buick the letter and fax dated September 9, 2003. Even if Buick really wrote a letter dated September 10, 2003, which is unlikely, it would not take a lot of effort or time to call Plaintiff.
53. Plaintiff did not receive any fax from Buick after September 9, 2003. Even if Buick really wrote a letter dated September 10, 2003, which is unlikely, it would not take a lot of effort or time to fax it.
54. For more than fifteen months, Plaintiff did not receive any certified mail from Buick after September 9, 2003. Even if Buick really wrote a letter dated September 10, 2003, which is unlikely, it would not cost a lot to send it via certified mail.
55. On September 19, 2003 Plaintiff received a "Thank You" postcard from Buick. It did not mention how to solve the problem. It is unconceivable Buick could send plaintiff a formal letter dated September 10, 2003.
56. On October 17, 2003 Buick sent out another "Thank you" note, asking Plaintiff to pick up the license plate. See Exhibit F. Once again, Buick did not mention how to solve the problem. It is a further proof that Buick did not send Plaintiff a formal letter dated September 10, 2003.
57. In letters sent to Illinois Attorney General, Plaintiff pointed out: September 10 letter presented by Buick was falsified for deceptive purpose, Buick never argued this fact.
58. After Buick changed the content, (it became a limited warranty within 30 days), the "warranty" does not mean anything, because Buick did not respond to Plaintiff's request within 30 days.
59. Buick chose to keep silence and inaction until the Illinois Attorney General Office demanded a response. At that time, 30 days already passed from the date of the sale.
60. Buick failed to respond Plaintiff's request directly by fax, telephone call or certified mail; such inaction showed Buick had no intention to honor its

“warranty” from the very beginning. This constitutes false representation that a vehicle was sold with a warranty.

61. Buick provided false statements about the car’s condition, played tricks with Buyer’s Guides during the sale. The car stalled at highway speed, fatal accident might occur. These are already too much for any reasonable consumer to tolerate.
62. After contacting the Illinois Attorney General Office, Plaintiff received a response. See Exhibit G.
63. After Buick provided false statement to the Illinois Attorney General Office, Plaintiff has no reason to trust Buick in anything. Further, Buick already failed to inspect and test the car, and faked the mechanical check up; Plaintiff has no reason to trust Buick has the intention and ability to fix the car.
64. There were a lot of complaints of 1999 Ford Taurus on the Internet, regarding transmission, suspension, rust, fuel sensor, wheel bearing, head gasket etc. Both Ford Motor Company and Buick should have known of these problems. Also they should have known the maintenance record of this specific car but tried to conceal or failed to disclose.
65. There were several recalls on 1999 Ford Taurus before 2003 according to the information on the Internet, which Ford and Buick should have known. Buick failed to disclose such information at the time of sale. Even right now Plaintiff has no way to make sure whether the car had been recalled before 2003.
66. Ford’s vehicles have a history and propensity of highway speed stalling. In 2000, a California judge issued an order regarding claims that various Ford models stalled when an engine-mounted device overheated, which Ford and Buick should have known this landmark lawsuit.
67. The California case reveals Ford tried to save \$4 for each car by mounting a device near the hottest part of the engine block, but put product safety in jeopardy. Also such dangerous defect in about 23 million vehicles is very hard to detect for experts outside Ford Motor Company.
68. The car in dispute (VIN 1FAFP53S0XG106195) was repaired on 05/21/2003 and 06/26/2003. The odometer reading on 06/26/2003 is 24514 miles.

Apparently, both repair attempts had failed. See <http://www.carfax.com>, or <http://www.autocheck.com>.

69. The previous owner had the car repaired on 06/26/2003, then, sold the car, with only 6 miles add to the mileage. The car was definitely NOT in excellent shape as Buick claimed, and the previous owner had a good reason to get rid of a car with dangerous defects, which Buick knew or should have known, but tried to conceal.
70. The electrical system of the car in dispute was repaired on 07/05/2001, long before the manufacturer's warranty expired, the problem had never been solved; it became worse and worse. The car stalled at highway speed within 106 miles drive after previous service.
71. The previous owner is supposed to have the car repaired at a Ford certified dealership. Ford has a much better knowledge on the car's history, maintenance and condition than any other party else.
72. If Buick provided such information of maintenance, Plaintiff would never make a purchase on the car in dispute.
73. Ford vehicles had a history of engine abrupt stall at different speeds. In 2004, Ford recalled 363440 Escape sport utility vehicles to fix a problem that can cause the engine to stall at speeds under 40 mph.
74. Plaintiff contacted Ford Motor Company; its representatives provided little help and information. Many Ford product owners complain on the Internet not only its product, but also how Ford deals with its customers.
75. In August of 2004, Plaintiff received a safety recall notice from Ford. It says the front coil springs of the 1999 Ford Taurus could potentially fracture and come in contact with a tire, "the tire may rupture resulting in a rapid air loss, which could increase the risk of a crash without warning." See Exhibit H.
76. Ford cut cost in design and manufacture by choosing cheaper material of the front coil springs, but jeopardized product safety. Otherwise the recall is not necessary. The defect has potential fatal consequences.

77. According to [http:// www.autosafety.org](http://www.autosafety.org), in 1993 and 1998, Ford Tauruses and Sables already had massive recalls because of corrosion defects, which caused brake rotor hub failure and sub-frame mount failure.
78. As a car dealer, Buick should know Ford's massive recall on about one million 1999 Ford Taurus and Sables sold in North America. Buick sold Plaintiff a 1999 Ford Taurus, but failed to do anything about it.
79. In 2003, for three months Plaintiff had to rent a car, going to work. In 2004 Plaintiff had to take train and bus, then walk, going to work. It would take four to five hours every day. It is an experience of inconvenience, embarrassment and humiliation.
80. Plaintiff received a notice of repair delay regarding the safety recall from Ford in January of 2005, after the instant suit was filed. See Exhibit I. It indicates, even at this moment, there are still a lot of dangerous Ford vehicles on the road, because service parts are still not available. For Plaintiff, the Safety Recall had already failed its essential purpose long time ago.

DAMAGES

81. Plaintiff suffers damages in the following respects:
 - a. Costs in purchase order and invoice for 1999 Ford Taurus, \$7812.67
 - b. Cost in 1999 Ford Taurus insurance premium, \$229.00 (See Exhibit J)
 - c. Cost in car rental fees for three months, \$2747.66. (See Exhibit K)
 - d. Damages in emotion distress
 - e. Prior judgment interest.
 - f. Legal fees to file and sustain the lawsuit, attorney fees if Plaintiff retains a lawyer when necessary;
 - g. Further relief as the Court may deem just and proper.

COUNT I

82. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 81 of this amended complaint.

83. Buick failed to include material information on the Buyer's Guide in display before the sale; failed to incorporate the Buyer's Guide into the contract, modified its content after the sale. These conducts violate Magnuson-Moss Act and FTC rules.

WHEREFORE, Plaintiff demands judgment for Count I against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT II

84. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 83 of this amended complaint.

85. Buick checked out "warranty" box on the Buyer's Guide only, stated the car in dispute had full warranty, one hundred percent warranty. But Buick changed the content of Buyer's Guide later. Without a lawsuit Buick has no intention to honor any warranty. Buick breached and modified written and expressed warranties of a used vehicle. These constitute violation of Magnuson-Moss Act, and Exclusion or Modification of Warranties 810 ILCS 2-316.

86. Buick knew the maintenance record of the car, but chose to conceal it, failed to inspect and test the car before the sale, faked the mechanical check up during the sale, but affirmatively informed Plaintiff "Engine, transmission and everything are in excellent shape, very dependable" "It is a good car, safety is guaranteed." Each of these misrepresentations constitutes violation of Express Warranties 810 ILCS 5/2-313.

WHEREFORE, Plaintiff demands judgment for Count II against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT III

87. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 86 of this amended complaint.

88. The car in dispute has multiple dangerous defects. It did not conform to what it was represented to be, stalled at highway speed of about 60 mph, within

dozens of miles drive, it did not fit to ordinary use of a vehicle. Buick is in violation of Magnuson-Moss Act 15 U. S. C §2301 et. seq. and Implied Warranty of Merchantability 810 ILCS 5/2-314.

89. At time of the sale, Buick knew Plaintiff needed a reliable car, going to and from work far away from home, and Plaintiff was relying on Buick's skill or judgment to select a suitable car. But the car stalled at highway speed on the first day Plaintiff actually used it. This is a violation of Magnuson-Moss Act and Implied Warranty of Fitness for Particular Purpose 810 ILCS 5/2-315.

WHEREFORE, Plaintiff demands judgment for Count III against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT IV

90. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 89 of this amended complaint.
91. The car in dispute has multiple dangerous defects, which substantially impair its value. Plaintiff lost faith not only in the car but also the way Buick was doing business.
92. After the car stalled at highway speed, Plaintiff informed Buick immediately, Buick towed back the car. Plaintiff intended to cancel the sale and requested immediate response, Buick failed to contact Plaintiff directly and showed no intention to solve the problem in any way. For more than fifteen months. Buick has been willfully dilatory or careless and negligent in complying with its obligation. This constitutes a violation of Magnuson-Moss Act 15 U. S. C §2310(d), UCC 810 ILCS 5/2-601 et. seq. and 810 ILCS 5/2-701 et. seq.

WHEREFORE, Plaintiff demands judgment for Count IV against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT V

93. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 92 of this amended complaint.

94. By playing tricks with the “Buyer’s Guide”; concealing maintenance records, misrepresenting the vehicle condition, Buick intended the Plaintiff to rely on the deception. Such conducts are unfair and deceptive and constitute an improper concealment, suppression, or omission of material facts in violation of CFA, 815 ILCS 505/2. As a direct and proximate result of Buick’s aforementioned violation, Plaintiff suffered damages including but not limited to the substantially reduced value of the purchased vehicle.

WHEREFORE, Plaintiff demands judgment for Count V against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT VI

95. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 94 of this amended complaint.
96. During the sale Buick misrepresented a used vehicle condition, provided deceptive statements regarding warranty and mechanical check-up. Buick had perfect knowledge of all the falsity and had the intent to deceive. Plaintiff relied on Buick’s skill and judgment when making the decision of purchase. Plaintiff suffered damage as a result of the reliance. Further, the sale of the vehicle after its maintenance record was known and without disclosure of related problems also constituted willful and malicious fraud on the purchasers.

WHEREFORE, Plaintiff demands judgment for Count VI against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT VII

97. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 96 of this amended complaint.
98. Buick negligently inflicted emotional distress to Plaintiff, by its failure to thoroughly inspect and test the car before the sale, by its failure to properly perform mechanical check up during the sale. As a result of

Buick's negligence of its duty, Plaintiff suffered scare, aggravation, inconvenience, humiliation and emotion distress.

WHEREFORE, Plaintiff demands judgment for Count VII against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT VIII

99. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 98 of this amended complaint.
100. Buick intentionally inflicted financial hardship and emotional distress to Plaintiff, by towing back the car and keeping the money for more than fifteen months, by ignoring Plaintiff's request, sending "Thank You" notes to Plaintiff. Further, Buick falsified a "September 10, 2003 letter" addressed to Plaintiff in its response to the Illinois Attorney General Office.
101. Buick's conduct was extreme and outrageous. It knew or should have known that emotion distress was the likely result of its conducts. Because of Buick's conducts, which are beyond any human decency, Plaintiff suffered inconvenience, humiliation and embarrassment every day when she went to work. The emotional distress sustained by Plaintiff was severe and of a nature that reasonable person could not expected to endure.

WHEREFORE, Plaintiff demands judgment for Count VIII against Buick for damages, other legal and equitable relief deemed to be just and equitable.

COUNT IX

102. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 82 of this amended complaint.
103. Ford has a duty to investigate and/or reveal why the car stalled at highway speed. The electrical system of the car was serviced before Ford's new car warranty expired; the same problem had never been solved, but became worse and worse.

104. In the recall of Ford Explorers for 6.5 million Firestone tire tread separations, the Ford President & CEO Jacques Nasser repeatedly told the American public "Your Safety is Our Top Priority." But Ford shows no interest to address its old problems of a long history: engine abrupt stall at any speed and dangerous corrosion defects. Ford knows what is wrong with the car in dispute better than any party else but chooses to ignore and conceal.
105. The California case demonstrates Ford withheld vital information from NHTSA, EPA and the consumer public. In the instant case Ford betrays Plaintiff's trust and shows no intention to reveal information about the car's previous warranty, maintenance records, possible other dangerous defects and recalls. Ford is verging on violation of CFA, 815 ILCS 505/2.
106. The Safety Recall 04S17 was issued in July of 2004. It was supposed to be completed by the end of 2004. Ford attempts to ignore all the obligations its recall letter demonstrates and implies, even in Court proceedings.
107. The rotors of the car in dispute are extremely rusty when Plaintiff inspected the car, even though Plaintiff did not drive the car on a salty road in winter. Ford has a duty to investigate all dangerous corrosion defects in its products, including but not limited to the front springs.
108. The Safety Recall letter Plaintiff received constitutes a written warranty or service contract. Ford could not admit only one design and manufacture defect, while ignore other more dangerous ones. Indeed, the recall letter explicitly says: "Ford Motor Company will repair your vehicle free of charge (part and labor)."
109. After the instant lawsuit was filed, Plaintiff received a notice of repair delay regarding Safety Recall 04S17. Ford showed it would not care there were other fatal defects in its product; also Ford had never been serious about the Safety Recall. Cause of action exists under the Magnuson-Moss Act.

WHEREFORE, Plaintiff demands injunctive relief against Ford on Count IX, and demands awards for damages against all Defendants, jointly or severally, and other legal and equitable relief deemed to be just and equitable.

COUNT X

- 110. Plaintiff incorporates by inference and re-alleges paragraphs 1 to 81 and 102 to 109 of this amended complaint.
- 111. Under Magnuson-Moss Act, whenever there is a written warranty or service contract, implied warranty of product merchantability exists unless it is properly disclaimed, which is governed by State law. After ignoring Safety Recall 04S17 entirely in Court proceedings, Ford tries to argue it is not related to engine stall at low and highway speeds. The argument is patently without any merit.
- 112. Ford has a duty to address its old problems of propensity of engine stall at any speed, dangerous corrosion defects in its vehicles. The car has been repaired several times; still, it stalled at highway speed, within 106 miles drive after previous maintenance. The car in dispute does not fit for ordinary use under Magnuson-Moss Act and Implied Warranty of Merchantability 810 ILCS 5/2-314.

WHEREFORE, Plaintiff demands injunctive relief against Ford on Count X, and demands awards for damages against all Defendants, jointly or severally, and other legal and equitable relief deemed to be just and equitable.

Respectfully submitted,

(Plaintiff's Signature)

Yuing Zhan

3121 S. Lowe Ave. Chicago, IL 60616

Tel: (312) 225-4401

(Date)